

United States Bankruptcy Court

MAR 19 1990

For the NORTHERN District of IOWA BARBARA A. EVERLY, CLERK

IN RE: MARK LYNN PEDERSON and
JANE DIANE PEDERSON,

Chapter 7

X89-00131M

Case No. _____

Debtors.

CONTINENTAL GRAIN COMPANY,
WAYNE FEEDS DIVISION,
v.

Plaintiff

MARK LYNN PEDERSON,

Defendant

Adversary Proceeding No. X89-0071M

JUDGMENT

☒ This proceeding having come on for trial or hearing before the court, the Honorable William L. Edmonds, United States Bankruptcy Judge, presiding, and the issues having been duly tried or heard and a decision having been rendered,

[OR]

☐ The issues of this proceeding having been duly considered by the Honorable William L. Edmonds, United States Bankruptcy Judge, and a decision having been reached without trial or hearing.

IT IS ORDERED AND ADJUDGED:

that Continental Grain Co., Wayne Feed Division, shall recover from Mark Lynn Pederson the sum of \$30,402.44. This judgment is excepted from debtors' discharge under 11 U.S.C. § 523(a)(2)(A).



copies mailed with order
3/19/90, *Lin*

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Page 191

BARBARA A. EVERLY

Clerk of Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

IN RE:	:	CHAPTER 7
	:	BANKRUPTCY NO. X-89-00131-M
MARK LYNN PEDERSON and JANE	:	
DIANE PEDERSON,	:	
	:	
Debtors.	:	

	:	ADVERSARY NO. X89-0071M
CONTINENTAL GRAIN COMPANY, WAYNE	:	
FEEDS DIVISION,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	GENERAL EXECUTION
MARK LYNN PEDERSON and JANE	:	
DIANE PEDERSON,	:	
	:	
Defendants.	:	

STATE OF IOWA)
 (ss:
COUNTY OF LINN)

TO THE SHERIFF OF CERRO GORDO COUNTY:

WHEREAS, the United States Bankruptcy Court for the Northern District of Iowa on the 19th day of March, 1990, rendered judgment in favor of Continental Grain Company, Wayne Feeds Division, Plaintiff, and against Mark Lynn Pederson, Defendant for the sum of \$30,402.44 and there is still due on said judgment the sum of \$30,402.44.

NOW, THEREFORE, you are hereby commanded that of the property, goods and chattels, subject to execution, you cause to be made the amount of the judgment, ~~together with any interest thereon at the rate of _____ percent per annum from and after _____, 1990, until paid.~~ *BaE*

WITNESS Barbara A. Everly, Clerk of the Bankruptcy Court for the Northern District of Iowa with the seal hereto affixed at Cedar Rapids, Iowa, this 5th day of October, 1990.



Barbara A. Everly
BARBARA A. EVERLY, CLERK OF SAID COURT

JMA:wlg:BANK2:Wayne Feeds

Sheriff's Return on Execution

STATE OF IOWA

MITCHELL

County

SS.

vs.

By virtue of a General Execution to me directed by the Clerk of the District Court of said County, in favor of_____

Continental Grain Company, Wayne Feeds Division

and against Mark Lynn Pederson

for the sum of _____ DOLLARS

I did on the _____ day of _____ A. D. 19____, levy on the property of
the said Mark Lynn Pederson described as

follows: to-wit:

All situated in the County of _____ and State of Iowa. And after the said levy and previous to offering the same for sale, I did give four weeks' notice of the time and place of said sale, by posting up in three public places of the County, one of which was at the place where the last District Court was held, also by publishing notice thereof once each week for two weeks immediately preceding the day of sale in the _____

_____ a weekly newspaper printed and published in said County; and
on the _____ day of _____, 19_____, twenty days before the sale, I served the said

_____ Defendant, who was in actual possession of said real property, with written notice stating that I had levied on said real property by virtue of this execution, and mentioning the time and place of sale, copies of which notices are hereto attached and made part of this return.

I further certify that, for the purpose of ascertaining the value of said personal property, on the _____ day of _____, 19____, I caused two disinterested householders of the neighborhood to be selected_____ by the Defendant.

And in pursuance of the said severall notices on the _____ day of _____, 19____
at _____ o'clock _____ M., of same day at the door of the Court House in _____
County, I exposed for sale, by public outcry, the aforesaid premises, to the highest bidder thereof, and _____

[illegible]

Sheriff of _____ County, Iowa.

Whole amount of execution	\$ _____	Selling property	\$ _____
Interest	\$ _____	Certificate of purchase	\$ _____
Costs endorsed on execution	\$ _____	Mileage	\$ _____
Service and mileage making levy	\$ _____	Printer's fees for publishing notice of sale .	\$ _____
Notice of sale to defendant	\$ _____	Clerk's fees for recording sale	\$ _____
Posting written notice of sale	\$ _____	Total	\$ _____

1. If real estate is sold, it requires four weeks' notice posted, and two weeks' notice published in a newspaper (Sec. 626.74—626.75). If personal property is levied on, it requires three weeks' notice posted, and if the amount is \$200.00 or over, two weeks' notice must be published in a newspaper (Sec. 626.75).
2. If real property is levied on the defendant, if in actual occupation and possession of the land, must be served with notice of the levy, at least twenty (20) days previous to sale (Sec. 626.78).
3. If personal property is levied on, it must be appraised (Sec. 626.93).

Sheriff's Memoranda Time of Receiving Execution

Received the within execution on the _____ day of _____, 19____ at _____ o'clock _____ M.

Sheriff _____ County

Receipt of Clerk to Sheriff

Received of _____ Sheriff of _____ County, the sum of _____ Dollars, to apply on this execution, the same being in full of the judgment, interest, costs and accruing costs in this cause, except the fees of the Sheriff on this execution, which are not included in this amount.

Dated at _____, Iowa,

this _____ day of _____, 19____ CLERK DISTRICT COURT.

By _____ DEPUTY

Receipt of Sheriff for Fee on Execution

Received of _____ the sum of _____ DOLLARS in full of Sheriff's fees under this execution.

Dated _____, 19____

Sheriff _____ County

GENERAL EXECUTION AND RETURN

vs.

In the District Court, Record _____

Page _____

Combined Docket Page _____

Sale Book Page _____

Damages \$ _____

Costs \$ _____

Additional Costs \$ _____

PLAINTIFF'S ATTORNEY

Filed _____, 19____

CLERK

By _____ DEPUTY

Sec. 626.12. FORM OF EXECUTION. The executor must intelligibly refer to the judgment, stating the time when and place at which it was rendered, the names of the parties to the action as well as to the judgment, its amount, and the amount still to be collected thereon, if for money; if not, it must state what specific act is required to be performed. If it is against the property of the judgment debtor, it shall require the sheriff to satisfy the judgment and interest out of property of the debtor subject to execution.

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

IN RE:	:	CHAPTER 7
	:	BANKRUPTCY NO. X-89-00131-M
MARK LYNN PEDERSON and JANE	:	
DIANE PEDERSON,	:	
	:	
Debtors.	:	
<hr/>		ADVERSARY NO. X89-0071M
CONTINENTAL GRAIN COMPANY, WAYNE	:	
FEEDS DIVISION,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	GENERAL EXECUTION
MARK LYNN PEDERSON and JANE	:	
DIANE PEDERSON,	:	
	:	
Defendants.	:	

STATE OF IOWA)
 (ss:
COUNTY OF LINN)

TO THE SHERIFF OF MITCHELL COUNTY:

WHEREAS, the United States Bankruptcy Court for the Northern District of Iowa on the 19th day of March, 1990, rendered judgment in favor of Continental Grain Company, Wayne Feeds Division, Plaintiff, and against Mark Lynn Pederson, Defendant for the sum of \$30,402.44 and there is still due on said judgment the sum of \$30,402.44.

NOW, THEREFORE, you are hereby commanded that of the property, goods and chattels, subject to execution, you cause to be made the amount of the judgment, ~~together with any interest thereon at the rate of _____ percent per annum from and after 1990,~~ until paid.

WITNESS Barbara A. Everly, Clerk of the Bankruptcy Court for the Northern District of Iowa with the seal hereto affixed at Cedar Rapids, Iowa, this 7th day of September, 1990.



Barbara A. Everly
BARBARA A. EVERLY, CLERK OF SAID
COURT

Sheriff's Return on Execution

STATE OF IOWA

MITCHELL

County

SS.

VS.

By virtue of a General Execution to me directed by the Clerk of the District Court of said County, in favor of _____
Continental Grain Company, Wayne Feeds Division

and against Mark Lynn Pederson

for the sum of _____ DOLLARS

I did on the _____ day of _____ A. D. 19_____, levy on the property of
the said Mark Lynn Pederson described as

follows: to-wit: _____

All situated in the County of _____ and State of Iowa. And after the said levy and previous to offering the same for sale, I did give four weeks' notice of the time and place of said sale, by posting up in three public places of the County, one of which was at the place where the last District Court was held, also by publishing notice thereof once each week

for two weeks immediately preceding the day of sale in the _____

_____ a weekly newspaper printed and published in said County; and

on the _____ day of _____, 19____, twenty days before the sale, I served the said

Defendant, who was in actual possession of said real property, with written notice stating, that I had levied on said real property by virtue of this execution, and mentioning the time and place of sale, copies of which notices are hereto attached and made part of this return.

I further certify that, for the purpose of ascertaining the value of said personal property, on the _____ day of _____, 19____, I caused two disinterested householders of the neighborhood to be selected _____ by the Defendant.

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

FILED
U.S. BANKRUPTCY COURT S.C.
NORTHERN DISTRICT OF IOWA

MAR 19 1990

BARBARA A. EVERLY, CLERK

IN RE:

MARK LYNN PEDERSON and
JANE DIANE PEDERSON,
Debtors.

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)
)
)

Chapter 7

Bankruptcy No. X89-00131M

CONTINENTAL GRAIN COMPANY,
WAYNE FEEDS DIVISION,

)
)
)
)

Plaintiff,

Adversary No. X89-0071M

vs.

)
)
)
)

MARK LYNN PEDERSON,

)
)
)

Defendant.

MEMORANDUM OF DECISION AND ORDER

Continental Grain Company, Wayne Feeds Division (WAYNE) objects to Mark Pederson's discharge and seeks a determination that Pederson's debt to Wayne not be discharged. Trial was held on March 14, 1990 in Mason City, Iowa. The court now issues its findings of fact and conclusions of law as required by Bankr. R. 7052. This is a core proceeding under 28 U.S.C. § § 157(b)(2)(I) and (J).

FINDINGS OF FACT

Beginning in 1984 for approximately four and one-half years thereafter, Mark Pederson (PEDERSON) operated a hog finishing business. He leased hog facilities from other farmers and purchased feeder pigs which he raised to market weight and sold. He began his operation as a sole proprietorship under the trade

name "J. M. Farms." Initially, he was financed by Osage Farmers National Bank (OFNB). Some time later, he obtained some financing from "F.S."

As a sole proprietor, he sought a financing arrangement with Wayne in December, 1986 or January of 1987. Pederson had once been employed by Wayne. His financing request was rejected. He reapplied in the spring of 1987 and was granted credit arrangements, although he was told that one condition of financing was that he incorporate a segment of the business which Wayne would then finance. According to Pederson, he was told by a Wayne representative that the existence of a corporation would enable Pederson to show a change in ownership of the hogs. Pederson, therefore, incorporated Pork Ventures, Inc. (PVI) in July, 1987. He and his wife were the shareholders and he was president.

Pursuant to the financial arrangements between PVI and Wayne, the two would enter into "Wayne Feeder Pig Finance Standard Contracts," each of which was given an identifying number. Wayne would agree to supply financing for the purchase of feeder pigs and each contract would specify numerous terms including the date of purchase, the number of pigs, their approximate weight, and the purchase price. The contract would also set out the amount of credit to be advanced by Wayne to PVI for the purchase and would provide for the execution of a promissory note, with terms of repayment. The contracts also provided for the granting of a security interest in the purchased pigs and other collateral. It was the general practice of Wayne in making such

contracts, and it was Wayne's practice in this case, to execute the standard contract, require execution of the promissory note, and to make the advance at the same time it was presented with evidence of the purchase of the pigs. Contracts and notes were handled on a per-purchase basis, although a general security agreement between Wayne and PVI had been executed in July, 1987. It was intended to cover all such transactions. Wayne also obtained from PVI a financing statement describing collateral which Wayne filed with the Iowa Secretary of State. On April 11, 1988, Mark Pederson and his wife Jane executed a guarantee of PVI debt to Wayne. After PVI was incorporated, Wayne began financing pig purchases in the foregoing way. Three such purchases financed by Wayne are the main subject of this adversary proceeding.

On or about March 30-31, 1988, Wayne and PVI entered into a standard contract identified as FP 135A. Wayne was to finance the March 30, 1988 purchase of 260 feeder pigs. The approximate weight of each pig was 55 pounds, and the purchase price was \$50.00 per head. Wayne, acting through regional financial manager Dale Bankus, advanced \$13,000.00 for the purchase. The 260 feeder pigs were supposed to have been purchased by PVI from Mark Pederson d/b/a/ J. M. Farms. Pederson presented to Bankus a statement showing the purchase of the 260 feeder pigs from J. M. Farms at the aforementioned sales price. The statement was dated March 30, 1988. On the same date, Pederson, acting for PVI, executed a \$13,000.00 promissory note to Wayne and received the advance.

In April-May, 1988, Wayne and PVI entered into contract number FP 142A whereby Wayne would finance the purchase of 191 feeder pigs weighing approximately 50 pounds each. These were being purchased at a cost of \$50.00 each by PVI from Mark Pederson d/b/a J. M. Farms. This contract was executed April 30, 1988 by Mark Pederson on behalf of PVI and was accepted by Wayne on May 2, 1988. On April 30, 1988, a promissory note for the \$9,550.00 advance was executed by Pederson on behalf of PVI. On that same date he presented Bankus with a statement showing the April 30, 1988 purchase of 191 feeder pigs at a cost of \$9,550.00.

On July 20, 1988, Wayne and PVI entered into standard contract FP 154A. Wayne was to finance PVI's purchase of 170 feeder pigs from Mark Pederson d/b/a J. M. Farms. The purchase price was \$50.00 per pig for a total of \$8,500.00. The contract was executed on July 20, 1988 by Mark Pederson for PVI and accepted by Wayne on July 21, 1988. On July 20, 1988, Pederson presented Wayne with a statement showing the July 20, 1988 sale of 170 feeder pigs from J. M. Farms to PVI. On July 20, 1988, PVI, by Pederson, executed the purchase price note in the amount of \$8,500.00.

The advances to PVI by Wayne under the described contracts were \$13,000.00, \$9,550.00, and \$8,500.00. In each of the three instances, Wayne advanced the monies on the strength of the J. M. Farms statement showing the accomplished purchase of pigs by PVI.

It was Wayne's practice to require such documentation or other proof of purchase before advancing funds.

None of the feeder pigs covered by the aforementioned contracts were ever purchased by PVI. In fact, they did not exist. By the time the aforementioned contracts were executed, PVI and Pederson were in difficulty, caused in part by substantial death loss in their herds. Beginning in September, 1987, diseases existed in the herd which the evidence suggests were caused by contaminated feed. It was believed by Pederson that this feed was supplied to PVI and Pederson by Cottonwood Pork, Ltd. Pederson testified, and his records substantiate, heavy death loss to both herds. He estimated a loss of 393 pigs to PVI and 518 pigs to his own herd.

Pederson testified that the money advanced by Wayne was never used to buy pigs. The funds were instead used to pay off other loans. Evidence shows that Pederson, d/b/a J. M. Farms, did not have sufficient pig inventory to effect the sales represented by the sale statements from J. M. Farms to PVI.

PVI and Pederson kept hogs at approximately three locations. The pigs were not tagged; their placement in the facilities would change based on their weight progression. Wayne district sales manager, Stanley E. Krider, would stop once a month at PVI's main location and inspect the collateral. He did not make a physical count of the pigs because there were too many and they were not tagged. He could only estimate which pigs belonged to PVI based on their locations in the facilities. Wayne did not require

Krider to file either written or oral inventory reports, and none were obtained by Wayne from other sources.

Krider, in inspecting the herd, at one time saw between 30 and 40 dead pigs in a pile. On another inspection, he saw a group of dead pigs, numbering between 2 and 5. Steve Denner, a hired hand for Pederson and PVI, testified as to the heavy death loss in the herds in the fall of 1987. Furthermore, the parties stipulated that if veterinarian Doug Lofton were called as a witness, he would testify that the death loss to the PVI and Pederson herds were caused by consumption of contaminated feed supplied by Cottonwood Pork, Ltd.

Because of the death loss, Pederson, acting on his own behalf and on behalf of PVI made a claim against Cottonwood Pork, Ltd. These claims were settled in March, 1988 by a payment to Pederson of \$7,500.00. Pederson did not allocate this payment between himself and PVI. Pederson testified that in June or July, 1988 he sold the remaining 100 or 200 head of PVI hogs and turned the money over to Wayne Feeds.

While Pederson represented to Wayne that the pigs being purchased by PVI from himself were being purchased at a price of \$50.00 per head, the actual value of the hogs at the date of sale was less. The hogs purchased on or about March 30, 1988 had a market value of \$40 to \$42 per head; the hogs purchased on or about April 30, 1988 had a market value of \$40 to \$42 per head, and the pigs purchased on July 20, 1988 had a market value of \$34 to \$36 per head.

As of March 19, 1990, the amounts of principal and interest unpaid and due to Wayne from PVI under each of the contracts and notes are as follows:

Contract FP 135A	\$ 8,561.12
Contract FP 142A	11,422.22
Contract FP 154A	<u>10,419.10</u>

Total balance due March 19, 1990: \$30,402.44

In addition to obtaining purchase financing from Wayne, PVI also purchased feed from Wayne. At the time of the filing of bankruptcy, PVI was indebted to Wayne for feed contract purchases in the approximate amount of \$17,500.00. Wayne was unable at trial to produce evidence that the unpaid feed bills related to any particular hog financing contracts.

Wayne became involved in litigation with OFNB to resolve a security interest priority dispute in PVI/Pederson collateral. A settlement resulted in a \$6,259.95 payment to Wayne.

DISCUSSION

Wayne objects to Pederson's discharge arguing that he has failed to satisfactorily explain a loss of assets. The particular assets in question are the 621 pigs which were supposed to have been purchased by PVI from Pederson.

Wayne also seeks a determination that the indebtedness of Pederson to Wayne is non-dischargeable under 11 U.S.C. § 523(a)(2)(A) and 11 U.S.C. § 523(a)(6).

11 U.S.C. § 523(a)(2)(A)

A debtor may be denied discharge of a debt where he obtains money or an extension of credit by false pretenses, a false representation or actual fraud. 11 U.S.C. § 523(a)(2)(A). To prove actual fraud, Wayne must show that Pederson obtained money or an extension of credit by a false representation of a material fact made with knowledge of falsity and with an intent to deceive. Wayne must show its reliance on the false representation and that the false representation proximately caused damage to Wayne. Webster City Production Creditor Association v. Simpson (In re Simpson), 29 B.R. 209 (Bankr. N.D. Iowa 1983). The burden of proof is on the creditor, and proof of each element must be by clear and convincing evidence. Id. at 209.

All the elements are present in this case and have been proven by plaintiff by the requisite quantum of proof. Pederson, for PVI, represented to Wayne in each of the three instances that PVI had bought or was buying from "J. M. Farms" a substantial number of feeder pigs. This was false. Pederson was aware of the falsities, having knowledge that he had an insufficient number of pigs to make such transfers to PVI. The representations to Wayne about the transfers were material and were made with intent to deceive Wayne so Wayne would advance further funds, which Pederson then used to pay off other loans. The court infers such

intent from the circumstances shown. Wayne relied¹ on the misrepresentations of Pederson and advanced funds for the purchase of the pigs which did not exist. It was damaged in the amounts advanced, and its damage was a proximate result of Pederson's misrepresentations.

Pederson argues that the damages caused by any misrepresentation should be limited to the fair market value of the pigs at the time of the loans. This court does not agree. Pederson represented that the sale price of the pigs was \$50.00 and although that price may have been somewhat higher than the fair market value of the pigs, this was the purchase price which Pederson represented PVI had agreed to pay. Wayne's damage should not be calculated by the fair market value of the pigs. Its damages are directly related to its new advances of cash. It is because new advances of cash were made, the following case cited by the debtor is not apt, Muleshoe State Bank, Muleshoe, Texas v. Black, 77 B.R. 91, 92 (N.D. Texas 1987).

Muleshoe, however, also stands for the proposition that the determination of non-dischargeability should be limited to the fresh advance of cash, and that proven fraud should not result in a lack of dischargeability of the entire debt to the plaintiff. This court agrees with Muleshoe, to that extent, despite Wayne's

¹ Contrary to debtor's argument, the reliance required under 11 U.S.C. § 523(a)(2)(A) need not be reasonable. Thul v. Ophaug (In re Ophaug), 827 F.2d 340, 342-343 (8th Cir. 1987). Furthermore, Wayne's failure to take or require exact inventories of its collateral does not necessitate a finding that Wayne did not rely on the purchase of the hogs in advancing the purchase prices.

contention that Pederson's entire debt to it should be determined to be non-dischargeable.

Pederson also contends that settlement monies received by Wayne from OFNB in the amount of \$6,259.95 should be subtracted from any damages found by the court. The court disagrees. At trial, Wayne was unable to connect all of PVI's and Pederson's indebtedness to the misrepresentations. Other debts existed. The money paid to Wayne by OFNB was paid as a result of litigation over existing collateral. Wayne should not be required to apply the payment to the three notes in question to the extent it has not already done so. This is true so long as there was other debt to which it could be applied.

11 U.S.C. § 523(a)(6)

Wayne also asserts that Pederson's indebtedness to it should be determined to be non-dischargeable because it is a debt for willful and malicious injury. Because of the court's ruling under 11 U.S.C. § 523(a)(2)(A), this court will not determine whether the same facts also constitute a willful and malicious injury.

11 U.S.C. § 727(a)(5)--Failure to Explain Loss of Assets

Wayne says that Pederson should be denied discharge because of a failure to explain a loss of assets. There is some confusion as to which assets should be considered under this aspect of Wayne's complaint. Testimony by Dale Bankus, on behalf of Wayne,

indicated that it was the absence of the 621 pigs which were to be sold by Pederson to PVI which had to be explained. This was also argued as an alternative route of recovery by plaintiff's counsel. Much of the questioning of the debtor at trial, however, focused on the death of existing pigs. Section 727(a)(5) states that debtor shall be granted a discharge unless "the debtor has failed to explain satisfactorily . . . any loss of assets or deficiency of assets to meet the debtor's liabilities." This court concludes that debtor has made a satisfactory explanation of the loss of existing livestock. He has testified as to substantial death loss in the pig herds both of PVI and himself. The loss is substantiated by testimony of the hired hand and the evidence regarding the settlement with Cottonwood Pork, Ltd. Debtor has also satisfactorily explained his sale of live pigs in concluding his hog operation. As to the livestock financed by Wayne, which were never purchased by PVI, this livestock never existed. Having never existed, these assets were not lost. The debtor, having satisfactorily explained the loss of live and existing pigs, discharge should not be denied.

SUMMARY

1. Mark Pederson's indebtedness to Continental Grain Co., Wayne Feeds Division, arising from contracts FP 154A, FP 142A,


FP 135A, and the promissory notes executed on March 30, 1988, April 30, 1988 and July 20, 1988, as guaranteed by Pederson, are non-dischargeable debts under 11 U.S.C. § 523(a)(2)(A).

2. Mark Pederson should not be denied discharge under 11 U.S.C. § 727(a)(5).

ORDER

IT IS ORDERED that Continental Grain Co., Wayne Feed Division, shall recover from Mark Lynn Pederson the sum of \$30,402.44. This judgment is excepted from debtors' discharge under 11 U.S.C. § 523(a)(2)(A). Judgment shall enter accordingly.

SO ORDERED ON THIS 19th DAY OF MARCH, 1990.


William L. Edmonds, Bankruptcy Judge

cc: J. Mathew Anderson,
Atty. for Plaintiff
John Mackey,
Atty. for Defendant
U. S. Trustee
on 3/19/90, *Jm*

Sheriff's Return on Execution

STATE OF IOWA

MITCHELL

County

ss.

Continental Grain Co, Wayne Feeds
vs. Division

Mark Lynn Pederson and Jane Diane
Pederson

By virtue of a General Execution to me directed by the Clerk of the District Court of said County, in favor of

Continental Grain Company, Wayne Feeds Division

and against Mark Lynn Pederson

for the sum of \$30,402.11 DOLLARS

I did on the 9th day of October A. D. 1990, levy on the property of

the said Mark Lynn Pederson described as

follows: to-wit: Checking account with the Home Trust and Savings Bank, Osage,
Iowa. Received \$311.00.

Our costs:	Execution	10.00
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	Not. of Garn.	10.00
--	---------------	-------

	Not. to Def.	10.00
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	Mileage	2.00
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Total	\$32.00	our costs paid.
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Returning 10-18-90 part satisfied.

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

OCT 30 1990

BARBARA A. EVERLY, CLERK

All situated in the County of Mitchell and State of Iowa. And after the said levy and previous to offering the same for sale, I did give four weeks' notice of the time and place of said sale, by posting up in three public places of the County, one of which was at the place where the last District Court was held, also by publishing notice thereof once each week

for two weeks immediately preceding the day of sale in the

a weekly newspaper printed and published in said County; and

on the day of , 19 , twenty days before the sale, I served the said

Defendant, who was in actual possession of said real property, with written notice stating, that I had levied on said real property by virtue of this execution, and mentioning the time and place of sale, copies of which notices are hereto attached and made part of this return

I further certify that, for the purpose of ascertaining the value of said personal property, on the day of

, 19 , I caused two disinterested householders of the neighborhood

to be selected by the Defendant.

Vol. TT Pa 191

And in pursuance of the said several notices on the _____ day of _____, 19____
at _____ o'clock _____ M., of same day at the door of the Court House in _____
County, I exposed for sale, by public outcry, the aforesaid premises, to the highest bidder thereof, and _____

[illegible]

by virtue of

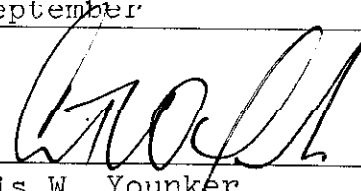
Sheriff of Madison County, Iowa.

Whole amount of execution	\$ _____	Selling property	\$ _____
Interest	\$ _____	Certificate of purchase	\$ _____
Costs endorsed on execution	\$ _____	Mileage	\$ _____
Service and mileage making levy	\$ _____	Printer's fees for publishing notice of sale .	\$ _____
Notice of sale to defendant	\$ _____	Clerk's fees for recording sale	\$ _____
Posting written notice of sale	\$ _____	Total	\$ _____

1. If real estate is sold, it requires four weeks' notice posted, and two weeks' notice published in a newspaper (Sec. 626.74—626.75). If personal property is levied on, it requires three weeks' notice posted, and if the amount is \$200.00 or over, two weeks' notice must be published in a newspaper (Sec. 626.75).
2. If real property is levied on the defendant, if in actual occupation and possession of the land, must be served with notice of the levy, at least twenty (20) days previous to sale (Sec. 626.78).
3. If personal property is levied on, it must be appraised (Sec. 626.93).

Sheriff's Memoranda Time of Receiving Execution

Received the within execution on the 12th day of September, 1990 at
1:00 o'clock P. M.


Curtis W. Younker
Sheriff Mitchell County

Receipt of Clerk to Sheriff

Received of _____ Sheriff of
_____ County, the sum of _____ Dollars, to
apply on this execution, the same being in full of the judgment, interest, costs and accruing costs in this cause, except the fees of
the Sheriff on this execution, which are not included in this amount.

Dated at _____, Iowa,
this _____ day of _____, 19_____

CLERK DISTRICT COURT.

By _____ DEPUTY

Receipt of Sheriff for Fee on Execution

Received of _____ the sum of
_____ DOLLARS
in full of Sheriff's fees under this execution.

Dated _____, 19_____

Sheriff _____ County

GENERAL EXECUTION AND RETURN

vs.

In the District Court, Record

Page _____

Combined Docket Page _____

Sale Book Page _____

Damages \$ _____

Costs \$ _____

Additional Costs \$ _____

PLAINTIFF'S ATTORNEY.

Filed _____, 19_____

CLERK.

By _____ DEPUTY.

Sec. 626.12, FORM OF EXECUTION. The execution must intelligibly refer to the judgment, stating the time when and place at which it was rendered, the names of the parties to the action as well as to the judgment, its amount, and the amount still to be collected thereon, if for money; if not, it must state what specific act is required to be performed. If it is against the property of the judgment debtor, it shall require the sheriff to satisfy the judgment and interest out of property of the debtor subject to execution.

IN THE IOWA DISTRICT COURT, IN AND FOR _____ COUNTY

Continental Grain Company, Wayne Feeds Division

JUDGMENT CREDITOR/PLAINTIFF

Mark Lynn Pederson and Jane Diane Pederson

JUDGMENT DEBTOR/DEFENDANT

TO: The Home Trust and Savings Bank, Osage, Iowa

as garnishee

herein and as supposed debtor of Mark Lynn Pederson

YOU ARE HEREBY NOTIFIED, That you are attached as garnishee, in above entitled action, by virtue of a General Execution to me directed by the Clerk of said Court for the sum of \$30,402.44 judgment and \$ all accruing costs, and that immediately hereafter you are required not to pay any non-exempt funds due or hereinafter to become due, by you to said judgment debtor/defendant, subject to the provisions of Chapter 642, Code of Iowa any amendments thereto; and Sections 1672 and 1673 of Title 15, U.S. Code now or hereafter being in your custody or under your control.

SEE THE REVERSE SIDE OF THIS NOTICE OF GARNISHMENT FOR FURTHER INSTRUCTIONS.

And you are further notified and requested to file full sworn answers to below questions with the Sheriff, or you may appear at the said Court, on the 22nd day of October, A.D. 19 90 then and there to answer such interrogatories as may be propounded to you, or you may be liable to pay the entire judgment which said judgment creditor/plaintiff may obtain against said judgment debtor/defendant.

Dated this 9th day of October 19 90.

For your information the attorney for judgment creditor/plaintiff is

Curtis W. Younker

Sheriff
County

Mitchell

By

[Signature]
Deputy

Address

Phone No.

Questions to be Answered by the Garnishee per Chapter 642, Code of Iowa.

Is the judgment debtor/defendant employed by you at this time? Yes ☐ No ☒

1. Are you in any manner indebted to the judgment debtor/defendant in this suit, or do you owe him money or property which is not yet due? If so, state particulars:

no

2. Have you in your possession or under your control any property, rights or credits of the said judgment debtor/defendant? If so, what is the value of same? State particulars:

yes chkg 2.73/svg \$7.99 - 10-11-90 - \$ 311.00

3. Do you know of any debts owing the said judgment debtor/defendant, whether due or not due, or any property, rights or credits belonging to him and now in the possession or under the control of others? If so, state the particulars:

no

4. Do you compensate the judgment debtor/defendant in this suit for any personal services whether denominated as wages, salary, commission, bonus or otherwise, including periodic payments pursuant to a pension or retirement program? If so, state the amount of the compensation reasonably anticipated to be paid judgment debtor/defendant during the calendar year.

no

I do solemnly swear or affirm under penalty of perjury, that I have made full and true answers to the above questions touching the matter wherein I have been attached as garnishee, so help me God.

Garnishee Home Trust & Savings Bank *[Signature]* AJP

If the defendant employee's disposable earnings are less than

\$134.00 for a WEEKLY pay period

\$200.00 for a Biweekly pay period

\$217.75 for a semi-monthly pay period

\$435.50 for a monthly pay period

If the employee is paid by pay check, write not garnished. You withhold nothing.

If the defendant employee's disposable earnings are

\$134.00 to \$200.00 for a WEEKLY pay period

PAY Def.-Emp. \$100.50

\$201.00 to \$268.00 for a Bi WEEKLY pay period

PAY Def.-Emp. \$201.00

\$217.75 to \$290.33 for a SEMI-MONTHLY pay period

PAY Def.-Emp. \$117.75

\$435.50 to \$580.67 for a MONTHLY pay period

PAY Def.-Emp. \$435.50

All disposable earnings remaining after payment of the above amounts shall be delivered to the Sheriff.

If the defendant employee's disposable earnings are more than

\$134.00 for a WEEKLY pay period

PAY 75% of disposable earnings to Def.-Emp.

\$201.00 for a Bi WEEKLY pay period

PAY 75% of disposable earnings to Def.-Emp.

\$290.33 for a SEMI-MONTHLY pay period

PAY 75% of disposable earnings to Def.-Emp.

\$580.67 for a MONTHLY pay period

PAY 75% of disposable earnings to Def.-Emp.

All disposable earnings remaining after payment of the above amounts shall be delivered to the Sheriff.

Make Check Payable to Sheriff of said County. (Please include the Case on all checks.)

MAXIMUM AMOUNT TO BE WITHHELD PER CALENDAR YEAR:

Section 642.21, Subsection 1, Code 1983 as amended 1984,70C.4

1. The disposable earnings of an individual are exempt from garnishment to the extent provided by the Federal Consumer Credit Protection Act, Title III, 15 U.S.C. secs. 1671-1677. The maximum amount of an employer's earnings which may be garnished during any one calendar year is two hundred fifty dollars for each judgment creditor, except as provided in section 627.12 or when those earnings are reasonably expected to be in excess of twelve thousand dollars for that calendar year as determined from the answers taken by the Sheriff or by the court pursuant to section 642.5, subsection 4. When the employee's earnings are reasonably expected to be more than twelve thousand dollars the maximum amount of those earnings which may be garnished during a calendar year for each creditor is as follows:

- Earnings from \$12,001.00 to \$15,999.99 withhold \$400.00
- Earnings from \$16,000.00 to \$23,999.99 withhold \$600.00
- Earnings from \$24,000.00 to \$34,999.99 withhold \$1,500.00
- Earnings from \$35,000.00 to \$49,999.99 withhold \$2,000.00
- Earnings from \$50,000.00 and more withhold 10%

EXCEPTIONS TO THE TABLES ABOVE

1. If this garnishment is for State or Federal Taxes, disregard the computation table and deliver 100% of the disposable earnings to the Sheriff.

2. The Assignment of Income concerning CHILD SUPPORT or UNPAID ALIMONY has priority over a garnishment or an assignment for any purpose other than the support of the dependents in the court order being enforced. See Section 252 C.4, Code of Iowa.

3. If this garnishment is for support of a person, the amount retained from earnings shall be (a) where the Judgment Debtor is supporting his spouse or dependent child, other than a spouse or child with respect to whom a support garnishment has been made, fifty (50) percent of Debtor's disposable earnings each week; and, where the Judgment Debtor is not supporting a person as set forth in (a), twenty (20) percent of Debtor's disposable earnings each week. An additional five (5) percent of Debtor's disposable earnings shall be retained if the support being enforced is more than twelve (12) weeks past due.

4. If a judgment being collected arises from a consumer credit transaction, you should collect no more than those amounts set forth in Section 627.12 C.C. Code of Iowa.

SECTION 642.21, SUBSECTION 2, CODE 1983 AS AMENDED 1984, 70C.4 NOTICE: A notice of garnishment shall be served upon a garnishee to deliver WITHIN 10 DAYS OF SERVING ANOTHER NOTICE until the earliest of the following:

- The annual maximum permitted to be garnished under Section 642.21 has been withheld.
- The writ of execution expires.
- The judgment is satisfied.
- The garnishee is ordered to file a return and the judgment shall collect.

5. If a secured financial organization, as defined in section 537.1301, subsection 11, which has a lien for an amount of a judgment, is paying the sheriff any amounts due on the account, shall monitor the account for any additional amounts at least once every 60 days from the date of the effective date of the judgment.

RETURN OF SERVICE

[Signature] 11/20/90
11/20/90 9:00 AM
11/20/90 9:00 AM
11/20/90 9:00 AM

U.S. Bankruptcy Court
Northern Dist. of Iowa

RETURN OF SERVICE

IN THE IOWA DISTRICT COURT FOR Mitchell COUNTY

Case Name Continental B. Pedersen

Case Number X-89-00131-m

Notice Rec'd this date Oct 12, 1990

RETURN OF SERVICE

- () Personal
() Dwelling House
() Hotel, Boarding House
or Rooming House
(☒) Corporation/Association
() State Official

I certify that I served a copy of:

- () Petition and Original Notice () Order filed _____
(Date)
() Modification/Application and Notice () Writ filed _____
(Date)
() Order to Show Cause
(☒) Other than above Notice of Seizure and Interrogation

SERVED

The Home Trust and Savings Bank Cosage Iowa On Oct 9th 1990
(Name) (Address) (Date)

At _____ On _____

At _____ On _____

At _____ On _____

At _____ On _____

By Serving Jean Bruynm At Cosage Ia On Oct 9th 1990
(Name) (Address) (Date)

a person residing therein who was then at least 18 years old.

By Serving _____ At _____ On _____

NOTES: (Diligent Search, etc.)

FEES

Service \$ 10⁰⁰

Copies \$ _____

Mileage \$ _____

Curtis Vandenber

Mitchell County Sheriff

Greg Triney
Deputy



UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

IN RE:

MARK LYNN PEDERSON and JANE DIANE PEDERSON,
Debtors.

CONTINENTAL GRAIN COMPANY, WAYNE FEEDS DIVISION,
Plaintiff,

vs.

MARK LYNN PEDERSON and JANE DIANE PEDERSON,
Defendants.

TO THE ABOVE NAMED DEFENDANT(S):

NOTICE OF GARNISHMENT

LAW NO. _____
EQUITY NO. _____
SMALL CLAIM NO. _____
CHAPTER 7
BANKRUPTCY NO. X-89-00131-M
ADVERSARY NO. X89-0071M

YOU ARE HEREBY NOTIFIED that a Garnishment was issued based on a Judgment against you and the Garnishment was served on _____ who has answered that *He/She/It (Strike Two)* is indebted to you.

YOU ARE FURTHER NOTIFIED that unless you file a Motion, Answer, or other appropriate pleading to contest the Garnishment within ten (10) days from the date this Notice was served on you explaining why you think these funds are exempt from execution under state or federal law, a Court Order will be entered condemning the funds and the funds will be applied against the Judgment. Some examples of exempt funds may include social security benefits, A.F.D.C., general assistance, veteran's benefits, and unemployment compensation. These examples are not a complete list and are not meant to be.

ANY Motion, Answer or other pleading that you file to contest the Garnishment must be filed in the office of the Clerk of the Mitchell County District Court at the Mitchell County Courthouse located at Osage, Iowa. If you file to contest the Garnishment, a prompt hearing will be set and you will be notified of the hearing. At the hearing, you should be ready to explain to the Judge why you believe your property is exempt from the Garnishment.

Section 642.14 of the Iowa Code requires that you be told the exact language of Section 630.3A of the Iowa Code. That Section reads:

At any time after the rendition of judgment the court, upon application of the judgment creditor or the judgment debtor and upon notice of the adverse party as the court shall direct, shall conduct a hearing to determine the reasonably expected annual earnings of the judgment debtor for the current calendar year and the applicable limitation upon garnishment as provided in Section 642.21. The court shall also consider in the interest of justice whether a greater amount than provided in Section 642.21 shall be exempt from garnishment. In making the determination, the court shall consider the age, number and circumstances of the dependents of the debtor, existing federal poverty level guidelines, the debtor's maintenance and support needs, the debtor's other financial obligations and any other relevant information. An order reducing the garnishment may be modified or vacated upon the application of a party to the court, notice to the adverse party, and a showing at a hearing of changed circumstances. An additional filing fee shall not be assessed for proceedings under this section.

YOU MAY WISH TO CONSULT A LAWYER FOR ADVICE AS TO THE MEANING OF THIS NOTICE.

J. Mathew Anderson
J. Mathew Anderson (Plaintiff or Attorney for Plaintiff)

300 American Federal Building

Mason City, IA 50401-8567
(Street Address)

(515) 423-5154
(City, State, Zip)

(Phone Number)

STATE OF IOWA)
) SS
MITCHELL COUNTY) COUNTY SHERIFF RETURN OF SERVICE

The Notice on the reverse side was received this 9th day of OCTOBER, 19 90 and I certify that I served the defendant(s) MARK LYNN PEDERSON on the 11th day of OCTOBER, 19 90, in MITCHELL County, State of Iowa:

1. By delivering a copy thereof to said defendant(s) personally at HIS RESIDENCE, P.R. OSAGE, IOWA
2. By delivering a copy thereof to _____ a person at least eighteen years old residing at _____ the dwelling house or usual place of abode of the defendant(s), and which place was not a rooming house, hotel, club, or apartment building.
3. By delivering a copy thereof to _____ a person at least eighteen years old residing at _____ the dwelling house or usual place of abode of the defendant(s), and which place was a rooming house, hotel, club or apartment building, and that the person to whom the copy was delivered was _____

(Insert title of person)

Processing \$ 10.00
Mileage \$ 2.00
Total \$ 12.00

[Signature]
Sheriff of MITCHELL County
By [Signature] (Deputy)

STATE OF IOWA)
) SS
_____ COUNTY)

RETURN OF SERVICE AFFIDAVIT BY INDIVIDUAL

I the undersigned being first duly sworn on oath state that:

1. By delivering a copy thereof to said defendant(s) personally at _____
2. By delivering a copy thereof to _____ a person at least eighteen years old residing at _____ the dwelling house or usual place of abode of the defendant(s), and which place was not a rooming house, hotel, club, or apartment building.
3. By delivering a copy thereof to _____ a person at least eighteen years old residing at _____ the dwelling house or usual place of abode of the defendant(s), and which place was a rooming house, hotel, club or apartment building, and that the person to whom the copy was delivered was _____

(Insert title of person)

Subscribed and sworn before me by the said _____
this _____ day of _____, 19 ____.

Processing \$ _____
Mileage \$ _____
Total \$ _____

Notary Public in and For the State of Iowa

ACCEPTANCE OF SERVICE

I, the defendant named in the notice, hereby acknowledge service of notice of garnishment which appears on the reverse side upon me on the date shown below:

Date: _____
(Defendant)

USE ONLY IN SMALL CLAIMS CASES.

I certify under penalty of perjury that I mailed a copy of the notice which appears on the reverse side to _____ and _____ defendant(s) by certified mail, restricted delivery, return receipt requested. The return receipt(s) (is) (are) attached showing that the notice was received.

Date: _____

RETURN OF SERVICE

IN THE IOWA DISTRICT COURT FOR MITCHELL COUNTY

Case Name CONTINENTAL GRAIN v. PEDERSON

Case Number X89-0071M

Notice Rec'd this date 10/11/90

RETURN OF SERVICE

- ☒ Personal
☐ Dwelling House
☐ Hotel, Boarding House
or Rooming House
☐ Corporation/Association
☐ State Official

I certify that I served a copy of:

- ☐ Petition and Original Notice ☐ Order filed _____
(Date)
☐ Modification/Application and Notice ☐ Writ filed _____
(Date)
☐ Order to Show Cause
☒ Other than above NOTICE OF GARNISHMENT

SERVED

MARK PEDERSON At OSAGE, IOWA On 10/11/90
(Name) (Address) (Date)

_____ At _____ On _____

_____ At _____ On _____

_____ At _____ On _____

_____ At _____ On _____

By Serving _____ At _____ On _____
(Name) (Address) (Date)

a person residing therein who was then at least 18 years old.

By Serving _____ At _____ On _____

NOTES: (Diligent Search, etc.)

FEES

Service \$ 10⁰⁰

Copies \$ -

Mileage \$ 2⁰⁰

[Signature]
Mitchell County Sheriff
[Signature]
Deputy

9/12/90
1990

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

IN RE:	:	CHAPTER 7
MARK LYNN PEDERSON and JANE	:	BANKRUPTCY NO. X-89-00131-M
DIANE PEDERSON,	:	
	:	
Debtors.	:	

	:	ADVERSARY NO. X89-0071M
CONTINENTAL GRAIN COMPANY, WAYNE	:	
FEEDS DIVISION,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	GENERAL EXECUTION
MARK LYNN PEDERSON and JANE	:	
DIANE PEDERSON,	:	
	:	
Defendants.	:	

STATE OF IOWA)
 (ss:
COUNTY OF LINN)

TO THE SHERIFF OF MITCHELL COUNTY:

WHEREAS, the United States Bankruptcy Court for the Northern District of Iowa on the 19th day of March, 1990, rendered judgment in favor of Continental Grain Company, Wayne Feeds Division, Plaintiff, and against Mark Lynn Pederson, Defendant for the sum of \$30,402.44 and there is still due on said judgment the sum of \$30,402.44.

NOW, THEREFORE, you are hereby commanded that of the property, goods and chattels, subject to execution, you cause to be made the amount of the judgment, ~~together with any interest thereon at the rate of _____ percent per annum from and after 1990,~~ until paid.

WITNESS Barbara A. Everly, Clerk of the Bankruptcy Court for the Northern District of Iowa with the seal hereto affixed at Cedar Rapids, Iowa, this 7th day of September, 1990.



Barbara A. Everly

BARBARA A. EVERLY, CLERK OF SAID COURT

AO 82B
(Rev. 10/89)

TRIPPLICATE

36046



RECEIPT FOR PAYMENT
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

RECEIVED FROM:

Mitchell County Sheriff
532 State St.
Osage, IA

Case Number Or Other Reference

X-89-00131m

Fund
6855 *

Deposit Funds Adv. X-89-0071m
Registry Funds
086900 Filing Fees
322350 Copy Fees
322360 Miscellaneous Fees
092037 Noticing Fees
143500 Interest Deposits to U.S.
322380 Recovery—Court Costs
504100 Crime Victims Fund
507310 U.S. Trustee System Fund
106000 Forfeitures of Unclaimed Monies

ACCOUNT	AMOUNT
685529	279.00
TOTAL	279.00

*Last two digits same as last two digits of DO symbol

Marmishment

Checks and drafts are accepted subject to
collection and full credit will only be given
when the check or draft has been accepted by
the financial institution on which it was
drawn.

DATE

10-30-90

Cash

Check

M.O.

Credit

DEPUTY CLERK:

RN

VOL. II
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VOUCHER AND SCHEDULE OF PAYMENTS

U. S. BANKRUPTCY COURT

(DEPARTMENT OR ESTABLISHMENT)

Schedule No. 29 1 00019

Sheet 1 of 1

BUREAU OR OFFICE NORTHERN DISTRICT OF IOWA	
LOCATION OF TRANSMITTING OFFICE CEDAR RAPIDS, IOWA	AGENCY STATION NO. 8629
APPROPRIATION SUMMARY FUND 685529 - \$279.00	

PAID BY

VOUCHER NO.	PAYEE, AND IF NECESSARY, ADDRESS, INVOICE NO. OR OTHER IDENTIFICATION	AMOUNT	D. O. CHECK NO.
	<input type="checkbox"/> J. MATHEW ANDERSON, Attorney for Continental Grain Company, Wayne Feeds Division, Plaintiff/Garnishor 300 American Federal Bldg. Mason City, IA 50401-8567	\$279.00	
	<input type="checkbox"/> Garnishment of Mark and Jane Pederson, Defendants, pursuant to judgment entered by this Court in re Adversary Case No. X89-0071M. Funds receipted for on 10-30-90.		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		

Pursuant to authority vested in me, I certify that the items listed herein are correct and proper for payment from the appropriation(s) designated hereon or on supporting vouchers.

10/31/90
(Date)

Theresa M. Kula / Deputy Clerk
(Authorized certifying officer)

GRAND TOTAL

\$279.00

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UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

IN RE: : CHAPTER 7
: BANKRUPTCY NO. X-89-00131-M
MARK LYNN PEDERSON and JANE :
DIANE PEDERSON, :
: Debtors. :
: ADVERSARY NO. X89-0071M
CONTINENTAL GRAIN COMPANY, WAYNE :
FEEDS DIVISION, :
: Plaintiff, :
: vs. :
: GENERAL EXECUTION
MARK LYNN PEDERSON and JANE :
DIANE PEDERSON, :
: Defendants. :
:

STATE OF IOWA)
(ss:
COUNTY OF LINN)

TO THE SHERIFF OF CERRO GORDO COUNTY:

WHEREAS, the United States Bankruptcy Court for the Northern District of Iowa on the 19th day of March, 1990, rendered judgment in favor of Continental Grain Company, Wayne Feeds Division, Plaintiff, and against Mark Lynn Pederson, Defendant for the sum of \$30,402.44 and there is still due on said judgment the sum of \$30,123.44.

NOW, THEREFORE, you are hereby commanded that of the property, goods and chattels, subject to execution, you cause to be made the amount of the judgment.

WITNESS Barbara A. Everly, Clerk of the Bankruptcy Court for the Northern District of Iowa with the seal hereto affixed at Cedar Rapids, Iowa, this 19th day of February, 1991.



Barbara A. Everly
BARBARA A. EVERLY, CLERK OF SAID
COURT

BANK2:Wayne Feeds

Recorded: Vol II
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Sheriff's Return on Execution

STATE OF IOWA

MITCHELL

County

ss.

vs.

By virtue of a General Execution to me directed by the Clerk of the District Court of said County, in favor of _____
Continental Grain Company, Wayne Feeds Division

and against Mark Lynn Pederson

for the sum of _____ DOLLARS

I did on the _____ day of _____ A. D. 19____, levy on the property of
the said Mark Lynn Pederson described as
follows: to-wit: _____

All situated in the County of _____ and State of Iowa. And after the said levy and previous to
offering the same for sale, I did give four weeks' notice of the time and place of said sale, by posting up in three public places of
the County, one of which was at the place where the last District Court was held, also by publishing notice thereof once each week
for two weeks immediately preceding the day of sale in the _____

_____ a weekly newspaper printed and published in said County; and
on the _____ day of _____, 19____, twenty days before the sale, I served the said

_____ Defendant, who was in actual possession of said real property,
with written notice stating, that I had levied on said real property by virtue of this execution, and mentioning the time and place
of sale, copies of which notices are hereto attached and made part of this return.

I further certify that, for the purpose of ascertaining the value of said personal property, on the _____ day of
_____, 19____, I caused two disinterested householders of the neighborhood
to be selected _____ by the Defendant.

and _____ by the Plaintiff, as appraisers thereof, who then and there made and delivered to me an appraisal of said property, in writing, signed and sworn to by them, by which they appraised said property at _____ Dollars, as shown by said written appraisal, which is hereto annexed and made a part of this return.

And in pursuance of the said several notices on the _____ day of _____, 19____ at _____ o'clock _____ M., of same day at the door of the Court House in _____ County, I exposed for sale, by public outcry, the aforesaid premises, to the highest bidder thereof, and _____

then and there bid for the before mentioned premises as follows, to-wit:

_____ in all of which the said _____ was the highest bidder and the same was, in due form of law, struck of to him as purchaser thereof, whereupon, I executed to the said purchaser a _____ for said property, and this execution returned satisfied in _____ by virtue of said sale.

Sheriff of _____ County, Iowa.

Whole amount of execution	\$ _____	Selling property	\$ _____
Interest	\$ _____	Certificate of purchase	\$ _____
Costs endorsed on execution	\$ _____	Mileage	\$ _____
Service and mileage making levy	\$ _____	Printer's fees for publishing notice of sale .	\$ _____
Notice of sale to defendant	\$ _____	Clerk's fees for recording sale	\$ _____
Posting written notice of sale	\$ _____	Total	\$ _____

1. If real estate is sold, it requires four weeks' notice posted, and two weeks' notice published in a newspaper (Sec. 626.74—626.75). If personal property is levied on, it requires three weeks' notice posted, and if the amount is \$200.00 or over, two weeks' notice must be published in a newspaper (Sec. 626.75).

2. If real property is levied on the defendant, if in actual occupation and possession of the land, must be served with notice of the levy, at least twenty (20) days previous to sale (Sec. 626.78).

3. If personal property is levied on, it must be appraised (Sec. 626.93).

Sheriff's Memoranda Time of Receiving Execution

Received the within execution on the _____ day of _____, 19____ at _____ o'clock _____ M.

Sheriff _____ County

Receipt of Clerk to Sheriff

Received of _____ Sheriff of _____ County, the sum of _____ Dollars, to apply on this execution, the same being in full of the judgment, interest, costs and accruing costs in this cause, except the fees of the Sheriff on this execution, which are not included in this amount.

Dated at _____, Iowa,

this _____ day of _____, 19____

CLERK DISTRICT COURT.

By _____ DEPUTY

Receipt of Sheriff for Fee on Execution

Received of _____ the sum of _____ DOLLARS

in full of Sheriff's fees under this execution.

Dated _____, 19____

Sheriff _____ County

GENERAL EXECUTION AND RETURN

VS.

In the District Court, Record _____

Page _____

Combined Docket Page _____

Sale Book Page _____

Damages \$ _____

Costs \$ _____

Additional Costs \$ _____

PLAINTIFF'S ATTORNEY.

Filed _____, 19____

CLERK

By _____ DEPUTY.

Sec. 626.12. FORM OF EXECUTION. The executor must intelligibly refer to the judgment, stating the time when and place at which it was rendered, the names of the parties to the action as well as to the judgment, its amount, and the amount still to be collected thereon, if for money; if not, it must state what specific acts required to be performed. If it is against the property of the judgment debtor, it shall require the sheriff to satisfy the judgment and interest out of property of the debtor subject to execution.

TRIPPLICATE

39321

TRIPPLICATE

39322

TRIPPLICATE

39323

TRIPPLICATE

39324

TRIPPLICATE

39325

TRIPPLICATE

39326

TRIPPLICATE

39327

AO 82B
(Rev. 5/80)

RECEIPT FOR PAYMENT
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

RECEIVED FROM:

Robert Balek
Sheriff, Cerro Gorda County
Mason City, IA

Case Number or other Reference

X-89-00131M

	Fund #	Amount
Registry Funds (checking Acct.)	-	61 49
Deposit Funds	6855--	
Filing Fee	088900	
Forfeitures of Unclaimed Monies	106000	
Interest Deposits to U.S.	143500	
Copy Fees	322350	
Miscellaneous Fees	322360	
Recovery--Court Costs	322380	
Recoveries Stand Trustee	322381	
U.S. Trustee System Fund	507310	
Crime Victims Fund	504100	
Fees for Judicial Services	510000	
Registry Fee	510100	
Total		65 49

*Last two digits same as last two digits of DO symbol

Checks and drafts are accepted subject to collection and full credit will only be given when the check or draft has been accepted by the financial institution on which it was drawn.

Garnishment

DATE 5-16-91 CASH CHECK M.O. CREDIT DEPUTY CLERK: [Signature]

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ROBERT BALEK
SHERIFF, CERRO GORDO COUNTY
MASON CITY, IOWA 50401

PAY TO THE ORDER OF United States Bankruptcy Court

Twenty nine & 19/100



Northwest Bank Iowa, N.A.
Mason City

ROBERT BALEK

FOR Continental Grain Co. Wayne Feeds vs
Mark & Jane Pederson

⑈01934.2⑈ ⑆07390099⑈ 0002 129⑈

Robert Balek

March 22, 19 91

\$**29.19

DOLLARS

19342

72-99/739

ROBERT BALEK
SHERIFF, CERRO GORDO COUNTY
MASON CITY, IOWA 50401

PAY TO THE ORDER OF United States Bankruptcy Court

Sixty one and 49/100



Northwest Bank Iowa, N.A.
Mason City

ROBERT BALEK

FOR Continental Grain Co. vs Pederson
Bankruptcy No X-89-00131-M
⑈01934.2⑈ ⑆07390099⑈ 0002 129⑈

Barbara Schmidt

March 25, 19 91

\$**61.49

DOLLARS

19357

72-99/739

ROBERT BALEK
SHERIFF, CERRO GORDO COUNTY
MASON CITY, IOWA 50401

PAY TO THE ORDER OF United States Bankruptcy Court

Sixty one & 49/100



Northwest Bank Iowa, N.A.
Mason City

ROBERT BALEK

April 1, 19 91

\$**61.49

DOLLARS

19390

72-99/739

ROBERT BALEK
SHERIFF, CERRO GORDO COUNTY
MASON CITY, IOWA 50401

19439

April 8, 19 91

72-99/739

PAY TO THE ORDER OF United States Bankruptcy Court \$**61.49

Sixty one and 49/100-----DOLLARS



Northwest Bank Iowa, N.A.
Mason City

ROBERT BALEK

For Continental Grain Co Wayne Feeds Division
vs Mark & Jane Pederson
⑈0194439⑈ ⑈07390099⑈ 0002 129⑈

Barbara Schmidt

ROBERT BALEK
SHERIFF, CERRO GORDO COUNTY
MASON CITY, IOWA 50401

19478

April 15, 19 91

72-99/739

PAY TO THE ORDER OF United States Bankruptcy Court \$**61.49

Sixty one & 49/100-----DOLLARS



Northwest Bank Iowa, N.A.
Mason City

ROBERT BALEK

For Continental Grain Co vs Pederson

Barbara Schmidt

⑈0194478⑈ ⑈07390099⑈ 0002 129⑈

ROBERT BALEK

SHERIFF, CERRO GORDO COUNTY
MASON CITY, IOWA 50401

19496

April 22, 1991

7-99/739

PAY
TO THE
ORDER OF

United States Bankruptcy Court

\$**61.49

Sixty one and 49/100

DOLLARS



Northwest Bank Iowa, N.A.
Mason City

ROBERT BALEK

FOR Continental Grain Co. vs Pederson

⑈019496⑈ ⑆07390099⑆ 0002 129⑈

Barbara Schmidt

ROBERT BALEK

SHERIFF, CERRO GORDO COUNTY
MASON CITY, IOWA 50401

19525

April 29, 1991

72-99/739

PAY
TO THE
ORDER OF

United States Bankruptcy Ct.

\$**61.49

Sixty one and 49/100

DOLLARS



Northwest Bank Iowa, N.A.
Mason City

ROBERT BALEK

Continental Grain Co. vs

FOR Mark Lynn Pederson & Jane Diane Pederson

Robert Balek

⑈019525⑈ ⑆07390099⑆ 0002 129⑈

CLERK UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

189

May 21, 1991

X⁴⁷⁻¹
739 O

PAY TO THE ORDER OF J. MATHEW ANDERSON, ATTY FOR CONTINENTAL GRAIN CO., WAYNE FEEDS, PLFF. \$398.13

THREE HUNDRED NINETY-EIGHT and 13/100 ----- DOLLARS

Merchants National Bank 
Cedar Rapids, Iowa 52401 A BANK OF IOWA BANK

Per Court Order 3-19-90

⑈000189⑈ ⑆073900014⑆ 121287072⑈

Theresa M. Kula
THERESA M. KULA
Deputy Clerk

DELUXE CHECK PRINTERS

CLERK UNITED STATES
BANKRUPTCY COURT

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

DELUXE - FORM DVC-2 V-7

RE: Continental Grain Co., Wayne Feeds Div. vs. Pederson
Adversary No. X89-0071M

Garnishment of salary of Mark Lynn Pederson pursuant to judgment entered
by this Court in re adversary case above named. Funds receipted for on 5-16-91.

VOL. II
Pg. 191

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

IN RE:	:	CHAPTER 7
	:	BANKRUPTCY NO. X-89-00131-M
MARK LYNN PEDERSON and JANE	:	
DIANE PEDERSON,	:	
	:	
Debtors.	:	

CONTINENTAL GRAIN COMPANY, WAYNE	:	ADVERSARY NO. X89-0071M
FEEDS DIVISION,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	GENERAL EXECUTION
MARK LYNN PEDERSON and JANE	:	
DIANE PEDERSON,	:	
	:	
Defendants.	:	

STATE OF IOWA)
 (ss:
COUNTY OF LINN)

TO THE SHERIFF OF CERRO GORDO COUNTY:

WHEREAS, the United States Bankruptcy Court for the Northern District of Iowa on the 19th day of March, 1990, rendered judgment in favor of Continental Grain Company, Wayne Feeds Division, Plaintiff, and against Mark Lynn Pederson, Defendant for the sum of \$30,402.44 and there is still due on said judgment the sum of \$29,725.31.

NOW, THEREFORE, you are hereby commanded that of the property, goods and chattels, subject to execution, you cause to be made the amount of the judgment.

WITNESS Barbara A. Everly, Clerk of the Bankruptcy Court for the Northern District of Iowa with the seal hereto affixed at Cedar Rapids, Iowa, this 17th day of July, 1991.



Barbara A. Everly

BARBARA A. EVERLY, CLERK OF SAID COURT

BANK2:Wayne Feeds

Recorded: Vol. II

Page 191

Received the within Execution on the 24th day of July, 1991, at 11:18 o'clock A.M.

[Signature]
Deputy

[Signature]
Sheriff - Cerro Gordo County

SHERIFF'S RETURN

STATE OF IOWA)
) SS
CERRO GORDO COUNTY)

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

SEP 24 1991

BARBARA A. EVERLY, CLERK

Continental Grain Company, Wayne
Feeds Division

vs
Mark Lynn Pederson and Jane Diane Pederson
Adversary No. X89-0071M
Bankruptcy No. X-89-00131-M

By virtue of a General Execution to me directed by the United States Bankruptcy Court for the Northern District of Iowa, in favor of Continental Grain Company, Wayne Feeds Division, and against Mark Lynn Pederson and Jane Diane Pederson for the sum of Twenty nine thousand seven hundred twenty five & 31/100 (25,725.31) Dollars, I did on the 30th day of July, 1991, levy on property of the said Mark Lynn Pederson described as follows: to-wit:

Wages due said defendant by serving Notice of Garnishment & Interrogatories on Fermented Products, Inc. and by serving Notice to Defendant of said Garnishment. Notice (Section 642.14) was served on said defendant. All as shown by notices together with returns of service attached thereto and made a part of this return.

COSTS:

Execution	\$10.00
Not. of Garn	10.00
Not. to Def	10.00
Copies	1.00
Mileage	1.00
Postage	.30
	<u>\$32.30</u>

PAID

By *[Signature]*
Aug. 15, 1991
Robert Baick, Sheriff
By *[Signature]*

I further certify and return that pursuant to garnishment, I did on the 15th day of August, 1991, receive payment from Fermented Products, Inc. in the amount of \$122.98 and disbursed the same as follows:

Retained as sheriff's fees-----\$32.30
Issued Chk. #20011 to United
States Bankruptcy Court-----\$90.68

I further certify and return that pursuant to garnishment, I did on the 19th day of August, 1991, receive payment from Fermented Products, Inc. in the amount of \$61.49 and disbursed the same as follows:

Issued Chk. #20029 to United
States Bankruptcy Court-----\$61.49

I further certify and return that pursuant to garnishment, I did on the 26th day of August, 1991, receive payment from Fermented Products, Inc. in the amount of \$61.49 and disbursed the same as follows:

Issued Chk. #20051 to United States
Bankruptcy Court-----\$61.49

Recorded: Vol
page 191

SHERIFF'S RETURN

STATE OF IOWA)
)ss
CERRO GORDO COUNTY)

Continental Grain Company, Wayne
Feeds Division

vs

Mark Lynn Pederson and Jane Diane Peder
Adversary No. X89-0071M
Bankruptcy No. X-89-001310M

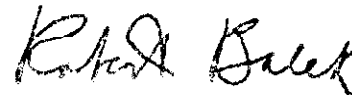
I further certify and return that pursuant to garnishment, I did on the 6th day of September, 1991, receive payment from Fermented Products, Inc. in the amount of \$61.49 and disbursed the same as follows:

Issued Chk. #20102 to United
States Bankruptcy Court-----\$61.49

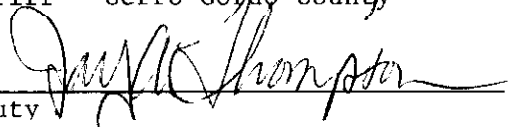
I further certify and return that pursuant to garnishment, I did on the 9th day of September, 1919, receive payment from Fermented Products, Inc. in the amount of \$62.12 and disbursed the same as follows:

Issued Chk. #20109 to United
States Bankruptcy Court-----\$62.12

I further certify that this Execution is returned to the United States Bankruptcy Court on this the 9th day of September, 1991, as not fully satisfied in accordance with Section 642.21, Subsection 1, of the 1989 Code of Iowa, with \$800.00 garnished and the sheriff's costs paid. Checks attached hereto in the amount of \$337.27. Said dictation attached hereto and made a part of this return.



Sheriff - Cerro Gordo County



Deputy

TAXES _____ SUPPORT _____ JUDGMENT X CONSUMER CREDIT TRANSACTION _____

IN THE DISTRICT COURT OF THE STATE OF IOWA, IN AND FOR _____ COUNTY

Continental Grain Company, Wayne Feeds
Division
 Plaintiff

vs.
Mark Lynn Pederson and Jane Diane Pederson
 Defendant

In the District Court of _____ County, Iowa
 Adversary No. X89-0071M
 Bankruptcy No. X-89-00131-M
 S.C. # _____ Dist. Court # _____
 Execution Issued JULY 12th 1991
 Expires SEP 24th 1991

TO Fermented Products, Inc.
 as garnishee herein and as
 supposed debtor of Mark Lynn Pederson

YOU ARE HEREBY NOTIFIED, that you are attached as garnishee, in the above action, by virtue of a General Execution to me directed by the clerk of the said court for the sum of \$ 29,725.31 judgment, interest and accruing costs, and that immediately hereafter you are required not to pay non-exempt funds due or hereinafter to become due, by you to said defendant, subject to the provisions of Chapter 642, Code of Iowa any amendments thereto: and Section 1672 and 1673 of title 15, U.S.C. now or hereafter being in your custody or under your control.

SEE THE REVERSE SIDE OF THIS NOTICE OF GARNISHMENT FOR FURTHER INSTRUCTIONS.

And you are further notified and requested to file full sworn answers to below questions with the sheriff, or may appear at the said court, on the 13th day of XXXX August 19 91, then and there to answer such interrogatories as may be propounded to you, or you may be liable to pay entire judgment which said plaintiff may obtain against said defendant.

Dated this 30th day of X July 19 91

For your information the attorney for plaintiff is
J. Mathew Anderson
 Address 300 Mutual Federal Building
Mason City, Iowa 50401
 Phone No. (515) 423-5154

Robert Balak
 Sheriff of Cerro Gordo County
 By W. A. Thompson Deputy

QUESTIONS TO BE ANSWERED BY THE GARNISHEE PER CHAPTER 642, CODE OF IOWA.

Is the defendant employed by you at this time? Yes No

1. Are you in any manner indebted to the defendant in this suit, or do you owe him money or property which is not yet due? If so, state particulars.
yes. wages for pay period ending 8-2-91 and future pay periods until sum is met.

2. Have you in your possession or under your control any property, rights or credits of the said defendant? If so, what is the value of same? NO

3. Do you know of any debts owing said defendant; whether due or not due, or any property, rights or credits belonging to him and now in the possession or under the control of others? If so, state the particulars. no.

4. Do you compensate the defendant in this suit for any personal services whether denominated in wages, salary, commission, bonus or otherwise, including periodic payments pursuant to a pension or retirement program? If so, state the amount of the compensation reasonably anticipated to be paid defendant during the calendar year. Not sure based on information provided.

I do solemnly swear under penalty of perjury, that I have made full and true answers to the above questions touching the matter wherein I have been attached a garnishee, so help me God.

By Stewart
 Title Shirley
 Subscribed and sworn to before me this 30th day of July, 19 91

Robert Balak
 Sheriff of Cerro Gordo County, Iowa
 By W. A. Thompson Deputy

I HEREBY CERTIFY, That by virtue of a General Execution in the case
herein named, I served notice of garnishment on Stan Zinnel, General Manager
this 30th day July 19 91, at 3:25 o'clock P M., by informing him
that Fermented Products, Inc.
was attached as garnishee in said case, and by leaving with him a written notice of which the above and foregoing is a true copy.
All done in Cerro Gordo County, Iowa.

\$ _____

\$ _____

\$ _____

\$ _____
Sheriff's Fees - - - \$ _____
County Fees - - - \$ _____
Total - - - \$ _____

Sheriff of Cerro Gordo County, Iowa
By Jay A. Thompson Deputy
Jay A. Thompson

SERVICE ON NOTICE TO DEFENDANT

RETURN OF SERVICE - Personal

STATE OF IOWA, Cerro Gordo County, ss
The within Notice came into my hands on the 24th day July, 19 91
and I certify that I served the same on the defendants named below, by reading the same to Mark Lynn Pederson
or by offering to read the original to him
which he waived, and delivering to him a true copy of the same
at the time and place set opposite _____ names:

NAME OF PERSONS	Month	Day	Year	TOWNSHIP	COUNTY	STATE
Mark Lynn Pederson	July	30	1991	909 S. Carolina	Cerro Gordo	Iowa
	@3:30	p.m.		City of Mason City		

FEES:

Service - - - \$ _____
Copies - - - \$ _____
Milage - - - \$ _____
Total - - - \$ _____

RETURN OF SERVICE - Leaving Copy or Company or Corporation

STATE OF IOWA, _____ County, ss
The within _____ came into my hands on the _____ day of _____, 19 _____
and on the _____ day of _____, 19 _____, I served the same upon the defendant(s) _____
at (his) (her) (their) dwelling house or usual place of abode in the City, Town, or Township of _____ in _____
County, State of Iowa, by delivering a true and correct copy thereof to _____
a person residing therein who was at least 18 years old. That such a place was not a rooming house, hotel, club or apartment building, and that the person to
whom the copy was delivered was _____ of said defendant.

NOTICE OF GARNISHMENT
AND INTERROGATORIES

VS.

19

Filed

Sec. 642.5. SHERIFF MAY TAKE
ANSWERS. When the plaintiff, in writing,
directs the sheriff to take the answer of the
garnishee, he shall put to him the
following questions: (See blank for
questions).
The sheriff shall append the examina-
tion to his return.



~~IN THE IOWA DISTRICT COURT~~
~~FOR XXXXXXXXXXXXXXXX COUNTY~~
UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

CONTINENTAL GRAIN COMPANY, WAYNE FEEDS DIVISION,

Plaintiff(s),

NOTICE OF GARNISHMENT

vs.

MARK LYNN PEDERSON and JANE DIANE PEDERSON,

Defendant(s).

LAW NO. _____

EQUITY NO. _____

SMALL CLAIM NO. _____

Chapter 7 Bankruptcy No. X-89-00131-M

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY NOTIFIED that a Garnishment was issued based on a Judgment against you and the Garnishment was served on Fermented Products, Inc. who has answered that *He/She/It (Strike Two)* is indebted to you.

YOU ARE FURTHER NOTIFIED that unless you file a Motion, Answer, or other appropriate pleading to contest the Garnishment within ten (10) days from the date this Notice was served on you explaining why you think these funds are exempt from execution under state or federal law, a Court Order will be entered condemning the funds and the funds will be applied against the Judgment. Some examples of exempt funds may include social security benefits, A.F.D.C., general assistance, veteran's benefits, and unemployment compensation. These examples are not a complete list and are not meant to be.

ANY Motion, Answer or other pleading that you file to contest the Garnishment must be filed in the office of the Clerk of the _____ County District Court at the _____ County Courthouse located at _____. If you file to contest the Garnishment, a prompt hearing will be set and you will be notified of the hearing. At the hearing, you should be ready to explain to the Judge why you believe your property is exempt from the Garnishment.

Section 642.14 of the Iowa Code requires that you be told the exact language of Section 630.3A of the Iowa Code. That Section reads:

At any time after the rendition of judgment the court, upon application of the judgment creditor or the judgment debtor and upon notice of the adverse party as the court shall direct, shall conduct a hearing to determine the reasonably expected annual earnings of the judgment debtor for the current calendar year and the applicable limitation upon garnishment as provided in Section 642.21. The court shall also consider in the interest of justice whether a greater amount than provided in Section 642.21 shall be exempt from garnishment. In making the determination, the court shall consider the age, number and circumstances of the dependents of the debtor, existing federal poverty level guidelines, the debtor's maintenance and support needs, the debtor's other financial obligations and any other relevant information. An order reducing the garnishment may be modified or vacated upon the application of a party to the court, notice to the adverse party, and a showing at a hearing of changed circumstances. An additional filing fee shall not be assessed for proceedings under this section.

YOU MAY WISH TO CONSULT A LAWYER FOR ADVICE AS TO THE MEANING OF THIS NOTICE.


J. Mathew Anderson (Plaintiff or Attorney for Plaintiff)
300 American Federal Building

Mason City, IA (Street Address)
50401-8567

(515) 423-5154 (City, State, Zip)

(Phone Number)

STATE OF IOWA)
) SS
Cerro Gordo COUNTY) Cerro Gordo COUNTY SHERIFF RETURN OF SERVICE

The Notice on the reverse side was received this 24th day of July, 19 91 and I certify that I served the defendant(s) Mark Lynn Pederson on the 30th day of July, 19 91, in Cerro Gordo County, State of Iowa:

1. By delivering a copy thereof to said defendant(s) personally at 909 South Carolina, Mason City at 3:30 p.m.
2. By delivering a copy thereof to _____ a person at least eighteen years old residing at _____ the dwelling house or usual place of abode of the defendant(s), and which place was not a rooming house, hotel, club, or apartment building.
3. By delivering a copy thereof to _____ a person at least eighteen years old residing at _____ the dwelling house or usual place of abode of the defendant(s), and which place was a rooming house, hotel, club or apartment building, and that the person to whom the copy was delivered was _____

(Insert title of person)

Processing \$ _____
Mileage \$ _____
Total \$ _____

Sheriff of Cerro Gordo County
By Jay A. Thompson (Deputy)

STATE OF IOWA)
) SS
COUNTY) RETURN OF SERVICE AFFIDAVIT BY INDIVIDUAL

I the undersigned being first duly sworn on oath state that:

1. By delivering a copy thereof to said defendant(s) personally at _____
2. By delivering a copy thereof to _____ a person at least eighteen years old residing at _____ the dwelling house or usual place of abode of the defendant(s), and which place was not a rooming house, hotel, club, or apartment building.
3. By delivering a copy thereof to _____ a person at least eighteen years old residing at _____ the dwelling house or usual place of abode of the defendant(s), and which place was a rooming house, hotel, club or apartment building, and that the person to whom the copy was delivered was _____

(Insert title of person)

Subscribed and sworn before me by the said _____
this _____ day of _____, 19 ____.

Processing \$ _____
Mileage \$ _____
Total \$ _____

Notary Public in and For the State of Iowa

ACCEPTANCE OF SERVICE

I, the defendant named in the notice, hereby acknowledge service of notice of garnishment which appears on the reverse side upon me on the date shown below:

Date: _____
(Defendant)

USE ONLY IN SMALL CLAIMS CASES.

I certify under penalty of perjury that I mailed a copy of the notice which appears on the reverse side to _____ and _____ defendant(s) by certified mail, restricted delivery, return receipt requested. The return receipt(s) (is) (are) attached showing that the notice was received.

Date: _____

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

IN RE: : CHAPTER 7
: BANKRUPTCY NO. X-89-00131-M
MARK LYNN PEDERSON and JANE :
DIANE PEDERSON, :
: Debtors. :
: ADVERSARY NO. X89-0071M

CONTINENTAL GRAIN COMPANY, WAYNE : SEPTEMBER 9, 1991 - RETURNED NOT FULLY
FEEDS DIVISION, : SATISFIED WITH THE SHERIFF'S COSTS PAID
: WITH THE LIMIT OF \$800.00 GARNISHED FOR
Plaintiff, : 1991
: vs. :
: DICTATION TO SHERIFF
MARK LYNN PEDERSON and JANE :
DIANE PEDERSON, :
: Defendants. :
:

TO: BOB BALEK, SHERIFF of Cerro Gordo County

SIR: You will serve writ of general execution in above
entitled cause by levying upon the following described property,
to-wit:

Any and all nonexempt property, whether real or
personal, including all wages payable to Mark Lynn
Pederson. It is believed that Mr. Pederson is
employed at Fermented Products, 905 South Carolina,
Mason City, Iowa; phone, 423-1460.

INSTRUCTIONS

Before any action can be taken by the Cerro Gordo County
Sheriff's Office, you must indicate by checking "yes" if this is a
consumer credit transaction or "no" if this is not a consumer
credit transaction.

YES _____

NO X

Dated this 23rd day of July, 1991.

LAIRD, HEINY, McMANIGAL, WINGA,
DUFFY & STAMBAUGH

By J. Mathew Anderson
J. Mathew Anderson

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

IN RE:	:	CHAPTER 7
	:	BANKRUPTCY NO. X-89-00131-M
MARK LYNN PEDERSON and JANE	:	
DIANE PEDERSON,	:	
	:	
Debtors.	:	
	:	ADVERSARY NO. X89-0071M

CONTINENTAL GRAIN COMPANY, WAYNE	:	
FEEDS DIVISION,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	GENERAL EXECUTION
MARK LYNN PEDERSON and JANE	:	
DIANE PEDERSON,	:	
	:	
Defendants.	:	

STATE OF IOWA)
 (ss:
COUNTY OF LINN)

TO THE SHERIFF OF CERRO GORDO COUNTY:

WHEREAS, the United States Bankruptcy Court for the Northern District of Iowa on the 19th day of March, 1990, rendered judgment in favor of Continental Grain Company, Wayne Feeds Division, Plaintiff, and against Mark Lynn Pederson, Defendant for the sum of \$30,402.44 and there is still due on said judgment the sum of \$29,725.31.

NOW, THEREFORE, you are hereby commanded that of the property, goods and chattels, subject to execution, you cause to be made the amount of the judgment.

WITNESS Barbara A. Everly, Clerk of the Bankruptcy Court for the Northern District of Iowa with the seal hereto affixed at Cedar Rapids, Iowa, this 19th day of July, 1991.



Barbara A. Everly

BARBARA A. EVERLY, CLERK OF SAID COURT

BANK2:Wayne Feeds

Sheriff's Return on Execution

STATE OF IOWA

MITCHELL

County

ss.

vs.

By virtue of a General Execution to me directed by the Clerk of the District Court of said County, in favor of

Continental Grain Company, Wayne Feeds Division

and against Mark Lynn Pederson

for the sum of _____ DOLLARS

I did on the _____ day of _____ A. D. 19____, levy on the property of

the said Mark Lynn Pederson described as

follows: to-wit:

All situated in the County of _____ and State of Iowa. And after the said levy and previous to offering the same for sale, I did give four weeks' notice of the time and place of said sale, by posting up in three public places of the County, one of which was at the place where the last District Court was held, also by publishing notice thereof once each week

for two weeks immediately preceding the day of sale in the _____

_____ a weekly newspaper printed and published in said County; and

on the _____ day of _____, 19____, twenty days before the sale, I served the said

_____ Defendant, who was in actual possession of said real property, with written notice stating, that I had levied on said real property by virtue of this execution, and mentioning the time and place of sale, copies of which notices are hereto attached and made part of this return.

I further certify that, for the purpose of ascertaining the value of said personal property, on the _____ day of

_____, 19____, I caused two disinterested householders of the neighborhood

to be selected _____ by the Defendant.

and _____ by the Plaintiff, as appraisers thereof, who then and there made and delivered to me an appraisalment of said property, in writing, signed and sworn to by them, by which they appraised said property at _____ Dollars, as shown by said written appraisalment, which is hereto annexed and made a part of this return.

And in pursuance of the said serveral notices on the _____ day of _____, 19____ at _____ o'clock _____ M., of same day at the door of the Court House in _____ County, I exposed for sale, by public outcry, the aforesaid premises, to the highest bidder thereof, and _____

then and there bid for the before mentioned premises as follows, to-wit:

_____ in all of which the said _____ was the highest bidder and the same was, in due form of law, struck of to him as purchaser thereof, whereupon, I executed to the said purchaser a _____ for said property, and this execution returned satisfied in _____ by virtue of said sale.

_____ Sheriff of _____ County, Iowa.

Whole amount of execution	\$ _____	Selling property	\$ _____
Interest	\$ _____	Certificate of purchase	\$ _____
Costs endorsed on execution	\$ _____	Mileage	\$ _____
Service and mileage making levy	\$ _____	Printer's fees for publishing notice of sale .	\$ _____
Notice of sale to defendant	\$ _____	Clerk's fees for recording sale	\$ _____
Posting written notice of sale	\$ _____	Total	\$ _____

1. If real estate is sold, it requires four weeks' notice posted, and two weeks' notice published in a newspaper (Sec. 626.74—626.75). If personal property is levied on, it requires three weeks' notice posted, and if the amount is \$200.00 or over, two weeks' notice must be published in a newspaper (Sec. 626.75).

2. If real property is levied on the defendant, if in actual occupation and possession of the land, must be served with notice of the levy, at least twenty (20) days previous to sale (Sec. 626.78).

3. If personal property is levied on, it must be appraised (Sec. 626.93).

Sheriff's Memoranda Time of Receiving Execution

Received the within execution on the _____ day of _____, 19____ at _____ o'clock _____ M.

Sheriff _____ County

Receipt of Clerk to Sheriff

Received of _____ Sheriff of _____ County, the sum of _____ Dollars, to apply on this execution, the same being in full of the judgment, interest, costs and accruing costs in this cause, except the fees of the Sheriff on this execution, which are not included in this amount.

Dated at _____, Iowa,

this _____ day of _____, 19____ CLERK DISTRICT COURT.

By _____ DEPUTY

Receipt of Sheriff for Fee on Execution

Received of _____ the sum of _____ DOLLARS in full of Sheriff's fees under this execution.

Dated _____, 19____

Sheriff _____ County

GENERAL EXECUTION AND RETURN

VS.

In the District Court, Record _____

Page _____

Combined Docket Page _____

Sale Book Page _____

Damages \$ _____

Costs \$ _____

Additional Costs \$ _____

PLAINTIFF'S ATTORNEY.

Filed _____, 19____

CLERK.

By _____ DEPUTY.

Sec. 626.12. FORM OF EXECUTION. The execution must intelligibly refer to the judgment, stating the time when and place at which it was rendered, the names of the parties and the action as well as to the judgment, its amount, and the amount still to be collected thereon, if for money; if not, it must state what specific act is required to be performed. If it is against the property of the judgment debtor, it shall require the sheriff to satisfy the judgment and interest out of property of the debtor subject to execution.

20011

ROBERT BALEK
SHERIFF, CERRO GORDO COUNTY
MASON CITY, IOWA 50401

72-99/739

August 15, 1991

PAY
TO THE
ORDER OF United States Bankruptcy Court

\$**90.68

41433

DOLLARS

TRIPPLICATE

ROBERT BALEK

RECEIPT FOR PAYMENT

41432

via Schmidt

TRIPPLICATE

41431

TRIPPLICATE

20029

41430

TRIPPLICATE

72-99/739

August 19, 1991

41429

TRIPPLICATE

\$**61.49

RECEIPT FOR PAYMENT

DOLLARS

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

ROBERT BALEK

via Schmidt

RECEIVED FROM:

*Robert Balek**Sheriff, Cerro Gordo County**Mason City, IA*

20051

Case Number or other Reference

Adv. X-89-0071M Commitment
Registry Checking

	Fund #	Amount
Registry Funds	-	90.68
Deposit Funds	6855 - *	
Filing Fees	088900	
Forfeitures of Unclaimed Monies	106000	
Interest Deposits to U.S.	143500	
Copy Fees	322350	
Miscellaneous Fees	322360	
Recovery—Court Costs	322380	
Recoveries Stand Trustee	322381	
U.S. Trustee System Fund	507310	
Crime Victims Fund	504100	
Fees for Judicial Services	510000	
Registry Fee	510100	
Total		90.68

*Last two digits same as last two digits of DO symbol

Checks and drafts are accepted subject to collection and full credit
will only be given when the check or draft has been accepted by the
financial institution on which it was drawn.

DATE 9-25-91 CASH CHECK M.O. CREDIT DEPUTY CLERK: *dsn*

August 26, 1991

72-99/739

\$**61.49

DOLLARS

ROBERT BALEK

Schmidt

102. II
Pg. 191

20109

ROBERT BALEK

SHERIFF, CERRO GORDO COUNTY
MASON CITY, IOWA 50401

September 9, 1991

72-991739

PAY
TO THE
ORDER OF

United States Bankruptcy Court

\$62.12

Sixty two and 12/100

DOLLARS



Norwest Bank Iowa, N.A.
Mason City

ROBERT BALEK

FOR Continental Grain Co. vs Pedersen

COMPLETES \$800.00 GARNISHMENT LIMIT FOR 1991

⑈020109⑈ ⑈07390099⑈

0002 129⑈

Barbara Schmidt

20102

ROBERT BALEK

SHERIFF, CERRO GORDO COUNTY
MASON CITY, IOWA 50401

September 6, 1991

72-991739

PAY
TO THE
ORDER OF

United States Bankruptcy Court

\$61.49

Sixty one & 49/100

DOLLARS



Norwest Bank Iowa, N.A.
Mason City

ROBERT BALEK

FOR Continental Grain Co. vs Pedersen

⑈020102⑈ ⑈07390099⑈

0002 129⑈

Barbara Schmidt

CLERK UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

199

October 2, 1991

X⁴⁷⁻¹
739 O

PAY TO THE ORDER OF J. MATHEW ANDERSON, ATTY FOR CONTINENTAL GRAIN CO., WAYNE FEEDS \$ 337.27

THREE HUNDRED THIRTY-SEVEN and 27/100----- DOLLARS

Merchants National Bank 
Cedar Rapids, Iowa 52401 A BANK OF IOWA BANK

Per Court Order 3-19-90

Theresa M. Kula

THERESA M. KULA
Deputy Clerk

⑈000199⑈ ⑆⑆073900014⑆ 121287072⑈

DELUXE CHECK PRINTERS

CLERK UNITED STATES
BANKRUPTCY COURT

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

DELUXE - FORM DVC-2 V-7

RE: Continental Grain Co., Wayne Feeds Div. vs. Pederson
Adversary No. X89-0071M

Garnishment of salary of Mark Lynn Pederson pursuant to judgment entered
by this Court in re adversary case above named. Funds receipted for on 9-25-91.

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